BENGALURU METROPOLITAN TRANSPORT CORPORATION

INVITES

TENDERS

FOR

SELECTION OF LICENSEE FOR PROVIDING HOUSEKEEPING SERVICES AT NANDINI LAYOUT BUS STATION ON L1 BASIS (LOWEST CHARGES).

CHIEF TRAFFIC MANAGER (COM),
BMTC, K H Road, Shanthinagar, Bengaluru – 560 027

Telephone No: 080-22537575
e-mail: ctmc@mybmtc.com Web-site: https://mybmtc.karnataka.gov.in

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SECTION-I

NOTICE INVITING TENDER (NIT)

FOR

SELECTION OF A LICENSEE FOR PROVIDING HOUSEKEEPING SERVICES AT VARIOUS TTMC BUS STATION IN BMTC

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in)

Tender Reference No: [35/2025-26 Call-2] Dated: [03.07.2026]

Date and time of and availability of Tender Document	From [03.07.2026] to [23.07.2026] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in
Last date for submission of online Tenders on Karnataka Public Procurement Portal	On [23.07.2026] upto [17:00] IST
Date and Time for opening of Technical Tender on the Karnataka Public Procurement Portal	27.07.2026 at [11:00] IST
Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal	Shall be intimated later
Validity of tenders	90 days from the date of submission of the Tenders
Selection basis	L1 (lowest monthly License Fee quoted)
Period of License	1 (One) year
Address for Communications	Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, K H Road, Shanthinagar, Bengaluru - 560027.

SECTION-II

TERMS AND CONDITIONS FOR SELECTION OF HOUSE KEEPING AGENCY FOR PROVIDING HOUSEKEEPING & MAINTENANCE SERVICES OF NANDINI BUS STATION OF BMTC.

I. PRE-QUALIFICATION CRITERIA:

1) Technical Capacity:

1. ID Proof with Photo Copy
2. Proof of Address both permanent and temporary
3. Experience Certificate if any.
4. GST Registration Certificate.

2) Eligible Tenderer

For determining the eligibility of Tenderer, the following conditions are required to be satisfied:

i. The licensee should have valid registration/license with Regional Labour commissioner.

ii. Self declaration of not have been blacklisted or be under order of debarment from participation during last 2 years as on the date of Notice Inviting Tender.

iii. Self declaration of not have been terminated during the last two years as on the date of submission of proposals for this tender due to non-fulfilment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.

iv. The Tenderer should have a Registered Office in Bengaluru. The Tenderer must hold a valid registration of Trade license/Registration with labour department as supporting documents.

v. Tech Form -1 Letter of Tender

vi. Tech Form-2 Details of the Tenderer

II. EVALUATION & OTHER CRITERIA:

1) **Evaluation Criteria:** Based on the lowest Bid (L1) received per Bus Station per month subject to fulfilment of Pre-qualification criteria and the acceptability of L1 bid amount to BMTC.

2) **Period of Contract:** 01 (One) year from the effective date of the agreement and extendable up to maximum of 01 (One) year on mutual acceptance, without escalation of LF.

3) The Bidder should quote monthly License fee inclusive of all taxes in Rupees. The License fee is inclusive of wages to employees as per minimum Wages act, provident Fund, ESI contributions, equipments required for maintenance, all other taxes, levies and other incidental charges.

4) **Payment:** Payment shall be made by BMTC as far as possible within 30 (Thirty) days of receipt of the invoice and Licensee shall submit the relevant documents stipulated time in the case of the final payment. The Licensee shall continue paying the personnel on timely manner irrespective of delay in payment by BMTC. Licensees are required to quote their offer for the Cleaning, maintenance of house-keeping work of the whole Bus Station.

5) The bid price shall be in rupees per month. Bidder shall include cost of manpower, consumables, machinery, taxes etc for the Bus Station area as described in the Scope of Work.

6) In case of contractual amount payable to the personnel deployed is revised due to revised minimum wages it will be revised based on the revision of minimum wages during contract period subject to compliance from the Licensee for payment of minimum wages, PF & ESI as per the norms.

7) **Earnest Money Deposit: -**

   a. The EMD of Rs.25,000/- is to be paid through e-procurement mode.
   b. The EMD do not carry any interest.

8) **Security Deposit:** The Licensee has to furnish security deposit for an amount of 3 times of Licensee Fee or Rs.30,000/- whichever is higher, the deposit shall be in the form of DD drawn in favour of **CAO FA BMTC.** The Security deposit is liable to be forfeited either in full or in part if the licensee fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation, if any.

9) The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of receipt of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the agency and the licensee/agency will not be permitted to participate in any of the tenders of BMTC for a period of two (2) years from the date of such black listing.

10) The Licensor reserves the right to accept, reject or cancel any or all the Tenders or to abandon the tender process without assigning any reasons thereof & shall not incur any liability to the Tenderers.

11) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule, as per the scope of work, specifications, terms and conditions of the assignment letter/ agreement BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the penalty for non–fulfilment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit.

12) Insurance

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverage as provided. BMTC shall not be responsible for any of the staff insurance.

a) **Evidence of Insurance**
The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

13) Indemnity

The Licensee has to indemnify the licensor, against all claims, damages or compensation by Personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from applicable laws.

SECTION-III

SCOPE OF WORK:

1) The works covered under the scope of this tender shall include Housekeeping services for BMTC Office Area/ Stair case & common area except area allotted to other Licensees, waste disposal sewerage & Underground drainage clearance whenever its blocked, maintenance of bus bay & platform area, office toilets maintenance, lawn maintenance, subway area, terrace area.

2) The details of the works to be undertaken are as below. The Licensee required shall deploy/engage sufficient workers and supervisory staff to carry out the Housekeeping Management services.

3) The cost of inputs, consumables, machineries etc required for maintenance and cleaning of the Bus Station to be borne by the licensee.

4) The Licensee shall repair & at his own cost maintain / ensure:
   a. Undertake pest control measures.
   b. Transport collected garbage from the premises.

5) The Licensee has to provide mechanized cleaning equipments such as;
   a) Heavy duty scrubber - 1 No.
   b) Single disc scrubber - 1 No.
   c) Aluminium ladder (30ft) - 1 No.
   d) Heavy duty wet & dry vacuum cleaner - 1 No.
   e) High pressure jet pump - 1 Nos.
   f) Single mop ringer trolley bucket - 1 No.
   g) Pest control spraying machine - 1 No.
   h) Wheel barrow Trolley (Small) - 1 No.
   i) Wheel barrow Trolley (Large) - 1 No.

6) **Work Detail:**
   i. Monthly two times cleaning of terrace area including staircase head rooms and vacant place of TTMC & etc., as a part of the tender.
   ii. Cleaning of office toilets which include toilet flooring, wash basins, commodes, urinals, mirrors, fixtures Water Closets (WC) etc., with good quality disinfectants **once in every two hours a day.**
   iii. Regular cleaning and maintenance, Sweeping and wet mopping of floors, Bus Bays & platforms, Office Area, Staircase, Ramps, Drive ways, common area, inside lifts, passenger seats, office toilets etc..,
   iv. Regular removal of garbage.
   v. Cleaning of structural glazing area, granite cladding, and removal of cobwebs over buildings, roofs and other structures monthly two times.
   vi. Daily cleaning and dusting of pillars and walls. Cleaning and dusting of furniture both wooden, steel, wooden doors and windows. Cleaning and dusting of commuters waiting halls, including seats provided at the office. Cleaning and dusting of electrical fittings, fixtures, tube lights bulbs etc., Cleaning and dusting of time-table boards, destination boards, office location boards, name boards etc., at bus station.
   vii. Cleaning of fans, Cleaning of walls and removing of stains on the wall, cleaning of open corridors surroundings of the complex, cleaning of dustbins and spittoons.
   viii. Cleaning of drinking water equipments at the complex.
   ix. The service provider shall make arrangements to dispose the segregated dry & wet waste separately at their own cost. The Licensee shall not dump the waste in BMTC any other premises.
   x. Cleaning blockages of UGD & sewerage drain.
   xi. Removing the silt collected during the rainy season.
   xii. Removal of web in and outside the complex etc.
   xiii. Prevention of stagnation of water in the premises.
   xiv. Cleaning of Sub ways, Ramps, Staircases.
   xv. Naphthalene balls shall be replaced in the urinals & washbasins frequently.
   xvi. The staff has to wear uniform with name badge.

SECTION-IV

General Terms & Conditions

1) Electricity& Water charges for Providing Housekeeping service**:**

- BMTC will provide water & Electricity for use of inmates/ cleaning of crew rest rooms, BMTC office, and for the cleaning of the bus stand premises without any charges.
- The License / Contract will be terminated, if the licensee misuses the same.

2) The Licensee shall bear the cost of disposal of waste generated in housekeeping maintenance area.

3) The Licensee shall not engage child labour.

4) The Licensee shall post substitute labour in case of regular worker avails weekly off/ leave or abstained from duty. Totally the cleaning work should not suffer.

5) The worker engaged for Housekeeping Maintenance services should be present at the complex. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection of complex by the officers of the corporation, Corporation reserves the right to recover the Proportionate value of the contractual amount besides initiating action to terminate the contract.

6) During the course of inspection of complex by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

7) BMTC may change any Terms & Conditions, without giving any notice to Licensee.

8) **The payment of statutory contributions:** Every month the selected Agency shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the Licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid all the above contributions, Taxes shall be furnished. BMTC will make the monthly payment only against submission of documentary proof for having paid for the previous month. In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

9) The Licensee has to ensure that the workers are undergone health check-up twice a year.

10) **Staff Deploying:** The Licensee shall deploy the staff sufficiently to maintain the cleanliness which includes supervisory staff and off reliever. The Number of Staff that will be deployed shall be provided before entering into agreement.

11) The wages paid to the employees engaged shall be strictly confirmed to the provisions of the Minimum Wages Act pertaining to Cleaning staff for housekeeping services and other workers engaged in similar kinds of work which is existed as and when. The monthly payments shall be made directly through their individual Bank accounts only. The Licensee is required to provide the bank account statement of wages paid to the labourers every month.

12) The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

13) The Licensee shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc.,

14) The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

15) The Licensee shall clean the whole premises and get certified by stand in-charge/ Assistant Traffic Manager in the prescribed register.

16) Employee attendance register maintained by the agency should be certified by the stand in-charge/ Assistant Traffic Manager on daily basis.

17) The Licensee have to execute an agreement on requisite valued stamp paper as per Karnataka Stamp Act regarding the performance of the contract after duly depositing the prescribed interest free Security Deposit.

18) The Corporation may increase or decrease the housekeeping area with prior notice to the agency on pro-rata charges.

19) The labour engaged for the services shall be able to address the commuters in Kannada language.

20) If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period without assigning any reasons and notice besides forfeiting the Security Deposit.

21) If the Licensee decided to terminate the contract prematurely before the end of **01 (one) year**, BMTC shall forfeit the entire Security Deposit.

22) If the licensee desires to extend the license period beyond one year he shall submit the willingness for the extension of contract, **three (3) months** before the end of contract. The extension will be based on mutual consent. In the extended period licensee shall terminate the contract for whatsoever.

23) If BMTC desires to terminate the contract before the expiry period, it may do so by giving **02 (Two) month** prior notice to the Licensee, without giving any reasons. In such cases Security deposit will be refunded after deducting dues if any.

24) The Licensee shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

25) **Dispute Settlement:**
    a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.
    b) Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City Commercial Courts.

26) **Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping premises & bus stand cleaning. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.

27) The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer Forum case the liability will rest with the Licensee.

28) If the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit.

SECTION-V

SCHEDULE-A

Definition of services and details of Jobs:

1) The services for TTMC Bus Station & premises herein mean the office complex, Bus station including sub ways & surroundings areas of complex with Bus station premises along with common area excluding: Pay & Use Toilet complex and all other space allotted to other Licensees.

2) **Working hours for labourers:**

1st shift 06:00 hours to 14:00 hours
2nd Shift 14:00 hours to 22:00 hours

3) **Penal Clause:**

Sl No	**Particulars**	**Penalty**
1	The licensee shall be responsible for all omissions of all personnel assigned under the contract.	**a.** The licensee shall be liable to compensate for any loss arising out of theft/damage to materials, equipment, flooring and furniture etc. due to negligence, carelessness or any fault of their staff. **b.** The concerned bus station in-charge shall report the loss or damage/obtain the opinion of the Divisional Controller. On the basis of that, the estimated damage amount given shall be adjusted in the security deposit. If the estimated damage is more than the value of the security deposit, such additional amount shall be paid to the Licensor by the licensee. Otherwise, the licensor shall take further action by obtaining the approval of the Competent Authority regarding termination of the license agreement.
2.	Failure to maintain statutory records of staff assigned under the license agreement, underpayment/non-payment of wages	**a.** Notice will be issued for the first case. **b.** If the violation continues for a period of two months from the date of issue of the first notice, the Licensor shall have the right to terminate the license agreement and forfeit the security deposit.
3.	Delay in payment of minimum wage, ESI, EPF, uniform and other statutory fees and remuneration to the deployed staff.	**a.** For first instance, the contractor will be fined Rs. 100/- per day of delay until the said amount is paid to the staff. **b.** If the violation is repeated for more than 3 months in a year, the Licensor reserves the right to cancel the contract and forfeit the security deposit.
4.	If less staffs are assigned than allocated.	**a.** To impose a fine of Rs.200/- per day on each staff for not assigned to duty. In addition to the fine, an amount equal to the daily remuneration payable to the staff for the number of days not assigned will be deducted from the amount payable to the contractor. **b.** If the staff shortage or absence continues for more than 07 days in a month, an additional penalty of Rs. 500/- per day will be imposed for each staff for not provided as allotted. c. If the absence or shortage of staff continues for more than 15 days in a month, the Licensor reserves the right to cancel the contract and forfeit the security deposit amount.

5.	Non-performance/non-use of machines.	**a.** A fine of Rs.200/- per machine for the first day. **b.** A fine of Rs.500/- per machine per day for the next two days. **c.** A fine of Rs.1,000/- per machine per day for the next seven days. If the problem continues for more than 10 days, the company reserves the right to terminate the contract and forfeit the security deposit.
6.	Complaint from passenger	**a.** A fine of Rs.200/- will be imposed per case based on the passenger complaint. **b.** If the numbers of complaints are high, the Licensor has the right to terminate the license agreement and forfeit the security deposit.

FORMATS FOR SUBMISSION OF TENDERS

Tech Form – 1 Letter of Tender

[To be submitted on the letterhead of the Tenderer]

Dated:

To

The Chief Traffic Manager (Com),
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

Sub: **Tender for Selection of a Licensee for providing Housekeeping service at .....Bus Station, Bengaluru**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda.

2 I/ We acknowledge that the Licensor will be relying on the information provided in the Tender submitted by us and the documents accompanying the Tender for selection of the Licenseefor the aforesaid Service, and I/ We certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt.

6 I/We declare that we have not been blacklisted/ debarred by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

7 I/We declare that we have not been terminated during the last two years as on the date of submission of proposals for this tender due to non-fulfillment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.

8 I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer to Tender for the Services, without incurring any liability to the Tenderer.

9 I/ We believe that we satisfy the Pre Qualification Criteria and meet the requirements as specified in the Tender Document.

10 In the event of me/ us being declared as the Successful Tenderer, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

11 I/ We have studied all the Tender Documents carefully and also are aware of the site where the services are required to be provided. I/ We understand that except to the extent as expressly set forth in the draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Licensor or in respect of any matter arising out of or relating to the selection process including the award of the License.

12 [I/ We offer an Earnest Money Deposit of [INR _____/-] (Rupees _____ Only) for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

13 The documents comprising the Tender, as specified in the Tender Document, have been submitted in the manner set out in the Tender Document.

14 The License Fee has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft License Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

15 I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

16 I/ We shall keep this offer valid for 90 (Ninety) days from the last date of submission of Tenders as specified in the Tender Document.

17 I/ We agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

Date: **(Signature of the Authorised Signatory)**

Place: **Name and seal of Tenderer**

Tech Form – 2 Details of the Tenderer

[To be submitted on the letter head of the Tenderer]

1. **Tenderer Details**

   (a) Name:
   (b) Country of incorporation:
   (c) Corporate Identity Number:
   (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (f) Date of incorporation and/or commencement of business:

2. **Bank Details**

   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code

3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Licensor:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

5. Particulars of the Lead member Authorised Signatory of the Tenderer:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

6. Taxation Registrations:

(a) PAN number:
(b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
(c) GSTIN number:……in Consignor and Consignee States
(d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):……

7. The following information shall also be provided:

No.	Criteria	Yes	No
1.	Has the Tenderer been blacklisted/debarred by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of submission of the Tender.		

Note:

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

Signature of Tenderer with Date and Official Seal

(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Tenderer and Seal of the Company

SCHEDULE -B

The details of the Bus Station requiring the House Keeping services are all below: L-1

Sl. No	Name of Bus Station	Establishment	Sq.mt	Estimated LF (INCLUDING GST)	EMD in Rs.
1.	NANDINI LAYOUT	Providing Housekeeping service	5,384	23,000	25,000

Sd/-

Chief Traffic Manager (Com)
Tender Inviting Authority

SCHEDULE -C

Deed of Agreement for Housekeeping Services of _____ TTMC Bus Station.

This Agreement made on this day of **MM-YYYY** between the BMTC represented by **The Chief Traffic manager**, **BMTC Central Offices, Shanthinagar, Bengaluru-560027** hereinafter called the **"LICENSOR"** of the ONE PART (which term shall mean and include his successors, heirs and administrators in interest) and **Sri _____, (Residing)_____** hereinafter called the **"Licensee"** of the SECOND PART (which term shall mean and include his/her successors, heirs and administrators in interest).

WHEREAS the Licensor desirous of having its premises, fixtures and fittings therein particularly cleaned and serviced as per the terms & conditions. Accordingly, The Licensor has floated Tender Notification No…… dated……. (Through e- procurement portal).

WHEREAS, the part of the second part has participated in the tender and selected as lowest one (L-1) for Cleaning & Maintenance Services of the _____sq.mtr area of _____ **Bus Station on the following terms and conditions.**

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

1) This contract will be in force for period of 01 (One) year from the **_____ (Effective date) to _____**and the said contract period is extendable up to maximum of 01 (One) year on mutual acceptance without escalation of LF.

2) In consideration of the Licensee performing the said service to satisfaction of the Licensor, the Licensee shall be paid by licensor a sum of Rs. _____/-(Rupees. _____ only) including GST and all other taxes and Service charges as applicable. The License fee which includes wages to the employees as per Minimum Wages Act, Provident fund, ESI contributions, equipment required for Comprehensive property management, all other taxes/levies which are applicable.

3) That in consideration of the payment of Rs._____/- **(Rupees _____ only)** as interest free security deposit of 3 times the License fee or Rs.30,000/- whichever is higher. The Licensee deposited an Earnest Money Deposit amount of **Rs. _____/-** (Rupees. _____ only) during the tender through NEFT accounted under BMTC receipt No: _____ **Dated: DD.MM.YYYY** shall be treated as the part of Security Deposit. The balance Security Deposit of Rs. _____**/- (Rupees _____ only)** is paid through **RTGS/DD/NEFT Dated: DD.MM.YYYY** accounted under BMTC receipt _____ **Dated: DD.MM.YYYY** The Security Deposit will not carry any

interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.

4) **License Type:** L1 i.e., BMTC (Licensor) shall pay the license fee to licensee.

5) **Period of Contract:** 1 (one) year from effective date and extendable upto maximum of 1 year on mutual acceptance without escalation of LF.

6) **Payment:** Payment shall be made by BMTC as far as possible within 30 (Thirty) days of receipt of the invoice and Licensee shall submit the relevant documents as specified below within stipulated time in the case of the final payment. The Licensee shall continue paying the personnel on timely manner irrespective of delay in payment by BMTC.

7) In case of contractual amount payable to the personnel deployed is revised, it will be revised based on the revision of minimum wages within the contract period subject to compliance from the Licensee for payment of minimum wages, PF & ESI as per the norms.

8) The Licensee shall carry works covered under the scope of work shall include Housekeeping services for BMTC Office Area/ Stair Case / TTMC floors used by BMTC and maintenance of bus bay, platform area, office toilets maintenance, lawn maintenance, subway area, terrace area, along with waste disposal sewerage & Underground drainage clearance whenever its blocked, except spaces allotted to other Licensees.

9) The Licensee shall carry the works as per **ANNEXURE-A**. The Licensee shall deploy sufficient workers and supervisory staff required to carry out the Housekeeping Management services.

10) The licensee shall bear the cost of inputs, consumables, machineries etc required for maintenance and cleaning of the Bus Station as prescribed in the schedule of work.

11) The Licensee shall repair & at his own cost maintain / ensure:
    a. Undertake pest control measures.
    b. Transport collected garbage from the premises.

12) The Licensee has to provide mechanized cleaning equipments such as;
    a) Heavy duty scrubber - 1 No.
    b) Single disc scrubber - 1 No.
    c) Aluminum ladder (30ft) - 1 No.
    d) Heavy duty wet & dry vacuum cleaner - 1 No.
    e) High pressure jet pump - 1 Nos.
    f) Single mop ringer trolley bucket - 1 No.
    g) Pest control spraying machine - 1 No.
    h) Wheel barrow Trolley (Small) - 1 No.
    i) Wheel barrow Trolley (Large) - 1 No.

13) **Electricity& Water charges for Providing Housekeeping service:**
- BMTC will provide water & Electricity for use of inmates/ cleaning of crew rest rooms, BMTC office, and for the cleaning of the bus stand premises without any charges.
- The License / Contract will be terminated, if the licensee misuses the same.

14) The Licensee shall bear the cost of disposal of waste generated in housekeeping maintenance area.

15) The Licensee shall not engage child labour.

16) The Licensee shall deploy substitute labour in case of regular worker avails weekly off/ leave or absent from duty and cleaning work should not be hampered.

17) The worker engaged for Housekeeping Maintenance services should be present at the complex. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection of complex by the officers of the Corporation, Corporation reserves the right to recover the Proportionate value of the contractual amount besides initiating action.

18) During the course of inspection of complex by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

19) **The payment of statutory contributions:** Every month the licensee shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the Licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid all the above contributions, Taxes shall be furnished. BMTC will make the monthly payment only against submission of documentary proof for having paid for the previous month. In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

20) The Licensee has to ensure that the workers are undergone health check-up twice a year.

21) The wages paid to the employees engaged by the licensee shall be strictly confirmed to the provisions of the Minimum Wages Act pertaining to Cleaning staff for housekeeping services and other workers engaged in similar kinds of work which is existed as and when. The monthly payments shall be made directly through their individual Bank accounts only. The Licensee is required to provide the bank account statement of wages paid to the labourers every month.

22) The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

23) The Licensee shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc.,

24) The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

25) The Licensee shall clean the whole premises and get certified by stand in-charge/ Assistant Traffic Manager in the prescribed register.

26) The Licensee shall maintain employee attendance register maintained by the agency should be certified by the stand in-charge/ Assistant Traffic Manager on daily basis.

27) The Licensee agrees to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve the Corporation in litigation.

28) The Corporation may increase or decrease the housekeeping area with prior notice to the agency on pro-rata charges.

29) The labour engaged for the services shall be able to address the commuters in Kannada language.

30) If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period of contract without assigning any reasons and notice besides forfeiting the Security Deposit.

31) In the event if the Licensee decided to terminate the contract prematurely before the end of 01 (one) year, BMTC shall forfeit the entire Security Deposit.

32) In the event if the licensee desires to extend the license period beyond one year he shall submit the willingness for the extension of contract, three (3) months before the end of contract. The extension will be based on mutual consent.

33) The Licensor is at liberty to terminate the contract before the expiry of the contract period by giving two months prior notice without assigning reasons to the Licensee. In such cases Security deposit will be refunded after deducting dues if any.

34) The Licensee agrees that after the expiry of the period of contract, he shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

35) **Staff Deploying:** The Licensee shall deploy the staff sufficiently to maintain the cleanliness which includes supervisory staff and off reliever. The Number of Staff that will be deployed shall be provided before entering into agreement.

36) **Dispute Settlement:**
   a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.
   b) Any litigation arising out of the said contract would be the exclusive jurisdiction of Bengaluru City Commercial Courts.

37) **Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping premises & bus stand cleaning. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.

38) The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer Forum case the liability will rest with the Licensee.

39) BMTC may change any Terms & Conditions, without giving any notice to Licensee

40) The licensee shall strictly comply with the Fire Fighting Department regulations and norms. You should prepare "Do's and Don'ts" for adhering the rules and regulations of Fire Fighting Department, CEIG, BESCOM, Pollution Control Board and to be displayed in appropriate locations at no extra cost.

41) In the event if the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit besides blacklisting licensee for two years.

42) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/ agreement given to the Licensee. BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the due to non–fulfillment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit by the BMTC.

43) **Insurance:**
The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided. BMTC shall not be responsible for any of the staff insurance.

a) Evidence of Insurance
The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

44) **Indemnity:**
The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.

45) Scope Of Work: As mentioned in ANNEXURE A.

46) Working hours for labourers:
1st shift 06:00 hours to 14:00 hours

2nd Shift 14:00 hours to 22:00 hours

47) **Penal Clause:** As mentioned in the **ANNEXURE B.**

47) The work should be in conformity with the terms prescribed in the agreement. If the work is not carried out as per the agreement, then BMTC reserves the right to Black List such firms/Licensee.

48) All other terms & conditions notified with the notification published are valid and applicable. IN WITNESS WHEREOF, the parties to the Agreement have signed this Deed on the day month and year day first above mentioned. A Xerox copy of the agreement signed by both the parties has been delivered to the Licensee.

Licensor	**Licensee**
Chief Traffic Manager (Com)	**(** **)**
Witness:	Witness:
1)	1)
2)	2)

ANNEXURE-A

SCOPE OF WORK:

1) The works covered under the scope of this tender shall include Housekeeping services for BMTC Office Area/ Stair case & common area except area allotted to other Licensees, waste disposal sewerage & Underground drainage clearance whenever its blocked, maintenance of bus bay & platform area, office toilets maintenance, lawn maintenance, subway area, terrace area.

2) The details of the works to be undertaken are as per SECTION-III. The Licensee required shall deploy/engage sufficient workers and supervisory staff to carry out the Housekeeping Management services.

3) The cost of inputs, consumables, machineries etc required for maintenance and cleaning of the Bus Station as prescribed in the SECTION-III are to be borne by the licensee.

4) The Licensee shall repair & at his own cost maintain / ensure:
   a. Undertake pest control measures.
   b. Transport collected garbage from the premises.

5) The Licensee has to provide mechanized cleaning equipments such as;
   a) Heavy duty scrubber - 1 No.
   b) Single disc scrubber - 1 No.
   c) Aluminium ladder (30ft) - 1 No.
   d) Heavy duty wet & dry vacuum cleaner - 1 No.
   e) High pressure jet pump - 1 Nos.
   f) Single mop ringer trolley bucket - 1 No.
   g) Pest control spraying machine - 1 No.
   h) Wheel barrow Trolley (Small) - 1 No.
   i) Wheel barrow Trolley (Large) - 1 No.

6) **Work Detail:**
   i. Monthly two times cleaning of terrace area including staircase head rooms and vacant place of TTMC & etc., as a part of the tender.
   ii. Cleaning of office toilets which include toilet flooring, wash basins, commodes, urinals, mirrors, fixtures Water Closets (WC) etc., with good quality disinfectants **once in every two hours a day.**
   iii. Regular cleaning and maintenance, Sweeping and wet mopping of floors, Bus Bays & platforms, Office Area, Staircase, Ramps, Drive ways, common area, inside lifts, passenger seats, office toilets etc..,
   iv. Regular removal of garbage.
   v. Cleaning of structural glazing area, granite cladding, and removal of cobwebs over buildings, roofs and other structures monthly two times.
   vi. Daily cleaning and dusting of pillars and walls. Cleaning and dusting of furniture both wooden, steel, wooden doors and windows. Cleaning and dusting of commuters waiting halls, including seats provided at the office. Cleaning and dusting of electrical fittings, fixtures, tube lights bulbs etc., Cleaning and dusting of time-table boards, destination boards, office location boards, name boards etc., at bus station.
   vii. Cleaning of fans, Cleaning of walls and removing of stains on the wall, cleaning of open corridors surroundings of the complex, cleaning of dustbins and spittoons.
   viii. Cleaning of drinking water equipments at the complex.
   ix. The service provider shall make arrangements to dispose the segregated dry & wet waste separately at their own cost. The Licensee shall not dump the waste in BMTC any other premises.
   x. Cleaning blockages of UGD & sewerage drain.
   xi. Removing the silt collected during the rainy season.
   xii. Removal of web in and outside the complex etc.
   xiii. Prevention of stagnation of water in the premises.
   xiv. Cleaning of Sub ways, Ramps, Staircases.
   xv. Naphthalene balls shall be replaced in the urinals & washbasins frequently.
   xvi. The staff has to wear uniform with name badge.

ANNEXURE B

Penal Clause:

Sl No	Particulars	Penalty
1	The licensee shall be responsible for all omissions of all personnel assigned under the contract.	**a.** The licensee shall be liable to compensate for any loss arising out of theft/damage to materials, equipment, flooring and furniture etc. due to negligence, carelessness or any fault of their staff. **b.** The concerned bus station in-charge shall report the loss or damage/obtain the opinion of the Divisional Controller. On the basis of that, the estimated damage amount given shall be adjusted in the security deposit. If the estimated damage is more than the value of the security deposit, such additional amount shall be paid to the Licensor by the licensee. Otherwise, the licensor shall take further action by obtaining the approval of the Competent Authority regarding termination of the license agreement.
2.	Failure to maintain statutory records of staff assigned under the license agreement, underpayment/non-payment of wages	**a.** Notice will be issued for the first case. **b.** If the violation continues for a period of two months from the date of issue of the first notice, the Licensor shall have the right to terminate the license agreement and forfeit the security deposit.
3.	Delay in payment of minimum wage, ESI, EPF, uniform and other statutory fees and remuneration to the deployed staff.	**a.** For first instance, the contractor will be fined Rs. 100/- per day of delay until the said amount is paid to the staff. **b.** If the violation is repeated for more than 3 months in a year, the Licensor reserves the right to cancel the contract and forfeit the security deposit.
4.	If less staffs are assigned than allocated.	**a.** To impose a fine of Rs.200/- per day on each staff for not assigned to duty. In addition to the fine, an amount equal to the daily remuneration payable to the staff for the number of days not assigned will be deducted from the amount payable to the contractor. **b.** If the staff shortage or absence continues for more than 07 days in a month, an additional penalty of Rs. 500/- per day will be imposed for each staff for not provided as allotted. c. If the absence or shortage of staff continues for more than 15 days in a month, the Licensor reserves the right to cancel the contract and forfeit the security deposit amount.
5.	Non-performance/non-use of machines.	**a.** A fine of Rs.200/- per machine for the first day. **b.** A fine of Rs.500/- per machine per day for the

		next two days. **c.** A fine of Rs.1,000/- per machine per day for the next seven days. If the problem continues for more than 10 days, the company reserves the right to terminate the contract and forfeit the security deposit.
6.	Complaint from passenger	**a.** A fine of Rs.200/- will be imposed per case based on the passenger complaint. **b.** If the numbers of complaints are high, the Licensor has the right to terminate the license agreement and forfeit the security deposit.